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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISCTRRICT OF CALIFORNIA**
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18 Cecilia Maria Valenzuela Serrano, Callie
19 Williams, Timothy Johnson, Brendon Wong,
20 Ramzan Madaev, Dinar Muratov, Asan
21 Sapenov, Christopher Tanton, Jesus Perez,
22 Vitali Haradzetski, Navid Khadem, Vitali
23 Haradzetski, Srikanth Reddy Terupally,
24 Brendon Wong, Daniel Gallegos, Shawn Hall,
25 Jessyka Mathews, Jason Boatright, and Alex
26 Williams on behalf of themselves and
27 members of the general public,
28

19) Case No.: _____
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21) **CLASS ACTION COMPLAINT FOR**
22) **DAMAGES**
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25) **COMPLAINT AND DEMAND FOR JURY**
26) **TRIAL**
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4 Haradzetski, Navid Khadem, Vitali Haradzetski, Srikanth Reddy Terupally, Brendon Wong, Daniel
5 Gallegos, Shawn Hall, Jessyka Mathews, Jason Boatright, and Alex Williams on behalf of
6 themselves and members of the general public (“Plaintiffs”), bring this Class Action Complaint
7 against defendant Toyota Motor Sales U.S.A., Inc. (“Toyota USA”), Toyota Motor Credit
8 Corporation (“Toyota Financial”), and DOES 1 through 100 (“Defendants”) and allege on behalf of
9 themselves and all consumers that purchased the below described vehicle in California as follows:

DEMAND FOR JURY TRIAL

11|| 1. Plaintiffs hereby demand trial by jury in this class action.

GENERAL ALLEGATIONS

13 2. This matter involves the sale of the Toyota Mirai (sometimes, the “Vehicle”) with
14 known, but undisclosed factory defects which resulted in the Vehicle being unfit for ordinary use
15 and operable in a manner contrary to written adverts both provided to Plaintiffs at sale and
16 publicized to Plaintiffs prior to sale. The U.S. distributor and warrantor of the subject vehicle is
17 Toyota Motor Sales, U.S.A., Inc. (“Toyota”).

18 3. The Toyota Mirai is “hydrogen-powered,” meaning its fuel tank holds liquid
19 hydrogen, used to power an electric motor that propels the Vehicle. The Vehicle was advertised by
20 Toyota and its dealership network as a “zero-emissions” car and with a range of over 400 miles on a
21 single tank of hydrogen. The over-400-mile range was advertised on their hard copy written
22 brochures, advertisements on their website and in such forums on Toyota’s website such as
23 <https://www.sftoyota.com/blogs/4887/2022-toyota-mirai-epa-estimated-driving-range> this link is
24 active through the date of the instant filing.

25 4. For Plaintiffs, the over-400-mile range was a major selling point for the Vehicle.
26 That meant the Vehicle, unlike many other “zero emissions” vehicles with lower ranges, could be
27 driven as a standard gas powered car. Plaintiffs relied on Toyota’s advertising and the salespeople’s
28 advertising and representations, that the Vehicle, in fact, could be driven over 400 miles on a single

1 tank of hydrogen. Plaintiffs would not have purchased the Vehicle if it, in fact, was not capable of
2 achieving the advertised over-400-mile range in ordinary use.

3 5. Unfortunately, the Vehicle is not capable of being driven anywhere close to 400 miles
4 on a single tank of hydrogen in ordinary use. Toyota's advertising and its dealership network's
5 advertising, are misleading. Despite Plaintiffs' diligent efforts to maximize the Vehicle's range
6 through conservative driving practices, such as refraining from using air conditioning, avoiding rapid
7 acceleration, maintaining moderate speeds, driving steadily with closed windows, and not carrying
8 heavy loads, they have never succeeded in attaining a range exceeding approximately 280 miles per
9 tank under any circumstances. This not only poses a substantial inconvenience for typical drivers like
10 the Plaintiffs but also positions the Vehicle within the range claimed by more affordable "zero-
11 emissions" vehicles that cost only half as much.

12 6. Moreover, because hydrogen-fueling stations are few and far between, a range of only
13 250 miles is even more of a detriment.

14 7. Furthermore, the challenges related to the scarcity and operational reliability of
15 hydrogen refueling stations have significantly compounded the difficulties experienced by
16 Plaintiffs. A disconcerting pattern has emerged, wherein a substantial number of these stations
17 frequently find themselves out of service or plagued by persistent technical malfunctions. Such
18 constant problems with fuel availability or mechanical failures at the pumps have left Plaintiffs
19 grappling with exceedingly inconvenient and distressing situations.

20 8. In many instances, Plaintiffs are compelled to embark on arduous journeys, often
21 exceeding 50 miles in distance, in their quest to locate an operational hydrogen refueling station.
22 This unforeseen predicament imposes a severe disruption upon their daily lives, forcing them to
23 divert their time, energy, and resources towards addressing an issue that should ideally be seamless
24 and hassle-free.

25 9. Toyota's sales representatives engaged in a systematic practice of misleading the
26 plaintiffs by consistently promoting the notion that hydrogen and hydrogen prices would inevitably
27 become more economical and accessible than gasoline. This assertion served as a pivotal selling
28 point for the plaintiffs, who were motivated by cost-saving intentions. However, in actuality,

1 companies such as True Zero and Iwatani have actively exploited every available opportunity to
2 escalate the prices of hydrogen. Notably, just last year, the cost of hydrogen stood at \$16 per
3 kilogram, a figure that has since surged to \$36 per kilogram today.

4 10. Furthermore, Plaintiffs face a profound challenge due to the absence of adequate
5 infrastructure for hydrogen vehicle owners, a shortcoming attributed to Toyota, as well as the
6 hydrogen suppliers True Zero and Iwatani. This multifaceted deception imposes substantial and
7 onerous burden upon the Plaintiffs, who find themselves deceived on multiple fronts.

8 11. Now, many of the Plaintiffs have parked their Vehicles in their garages and are not
9 using them because the cost of driving each mile has become too expensive, primarily due to the
10 absence of operational hydrogen stations and the substantial increase in the cost of hydrogen, which
11 was unforeseen by the Plaintiffs due to the dissemination of misleading information by Toyota sales
12 personnel.

13 12. Finally, Toyota authorized their resellers to promote the vehicle with distribution of
14 gift cards for hydrogen fuel that were advertised to consumers as certain to pay for fuel for three
15 years into their lease or purchase but those gift cards were swallowed up quickly with the rising
16 prices of hydrogen.

17 JURISDICTION AND VENUE

18 13. This Court has jurisdiction pursuant to 15 U.S.C. § 1127 and other federal statutes
19 such as 15 U.S.C. § 2310(d)(1). Venue is proper in this district pursuant to 28 U.S.C. § 1331 et seq.,
20 as the Defendant corporations regularly conduct business in this district.

21 FIRST CAUSE OF ACTION

22 **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**

23 14. Plaintiffs repeat, re-allege, and incorporate by reference all other paragraphs, as if fully
24 set forth herein.

25 15. At the time Plaintiffs purchased the Vehicle, Toyota Motor Sales Inc., and DOES
26 1 to 100, expressly warranted the Vehicle was of merchantable quality and that it was fit for its
27 intended use.

1 16. Defendants breached the express warranty in that the Vehicle was not of merchantable
2 quality and not fit for its intended use.

3 17. The Vehicle contained multiple manufacturer defects, defects in assembly, design
4 defects, and other defects, rendering the vehicle unsafe and making it impossible for Plaintiffs to use
5 the vehicle without inconvenience, failure, and mechanical breakdown.

6 18. The subject Vehicle was delivered to Plaintiffs with serious defects and
7 nonconformities to warranty, which encompassed issues such as defects in the fuel cell system, with
8 accompanying notifications that warned plaintiffs of dangerous conditions if they kept driving, as
9 well as problems concerning the Vehicle's range.

10 19. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil
11 Code sections 1790 et seq. the vehicle constitutes "consumer goods" used primarily for family or
12 household purposes, and Plaintiffs have used the Subject Vehicle primarily for those purposes.

13 20. Plaintiffs are the "buyers" of consumer goods under the Act.

14 21. Defendant Toyota USA is a "manufacturer" and/or "distributor" under the Act.

15 22. The foregoing defects and nonconformities to warranty manifested themselves in the
16 subject Vehicle within the applicable express warranty period. The nonconformities substantially
17 impair the use, value, and/or safety of the vehicle.

18 23. Plaintiffs delivered the vehicle to an authorized repair facility for repair of the
19 nonconformities.

20 24. Defendant Toyota USA was unable to conform Plaintiffs' vehicle to the applicable
21 express warranty after a reasonable number of repair attempts.

22 25. Notwithstanding Plaintiffs' entitlement, Defendant Toyota USA has failed to either
23 promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-
24 Beverly Act.

25 26. By failure of Defendant Toyota USA to remedy the defects as alleged above or to issue
26 a refund or replacement vehicle, Defendant are in breach of their obligations under the Song-Beverly
27 Act.

28

1 27. Plaintiffs are entitled to all incidental, consequential, and general damages resulting
2 from Defendants' failure to comply with its obligations under the Song-Beverly Act.

3 28. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment a
4 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
5 incurred in connection with the commencement and prosecution of this action.

6 29. Because Defendants willfully violated the Song-Beverly Act, Plaintiffs are entitled, in
7 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
8 for Toyota USA's willful failure to comply with its responsibilities under the Act. Plaintiffs similarly
9 allege this cause of action under the Magnuson-Moss Warranty Act.

SECOND CAUSE OF ACTION

VIOLATION OF SONG-BEVERLY ACT / MAGNUSON-MOSS BREACH OF IMPLIED WARRANTY

13 30. Plaintiffs incorporate herein by reference each and every allegation contained in the
14 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

15 31. Toyota USA and its authorized dealership at which Plaintiffs leased the subject
16 Vehicle had reason to know the purpose of the subject Vehicle at the time of lease of the subject
17 Vehicle. The lease of the Subject Vehicle was accompanied by implied warranties provided for under
18 the law.

19 32. Among other warranties, the lease of the subject Vehicle was accompanied by an
20 implied warranty that the subject Vehicle was merchantable pursuant to Civil Code section 1792.

33. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability
means and includes that the Vehicle will comply with each of the following requirements: (1) The
Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit
for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained,
packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on
the container or label.

27 34. The subject Vehicle was not fit for the ordinary purpose for which such goods are used
28 because it was equipped with one or more defective vehicle systems/components.

1 35. The subject Vehicle did not measure up to the promises or facts stated on the container
2 or label because it was equipped with one or more defective vehicle systems/components.

3 36. The subject Vehicle was not of the same quality as those generally accepted in the
4 trade because it was leased with one or more defective vehicle systems/components.

5 37. Upon information and belief, the defective vehicle systems and components were
6 present at the time of lease of the subject Vehicle; thus, extending the duration of any implied
7 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
8 applicable laws.

9 38. Plaintiffs are entitled to justifiably revoke acceptance of the subject Vehicle under
10 Civil Code, section 1794, et seq.

11 39. Plaintiffs hereby revoke acceptance of the subject Vehicle.

12 40. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section
13 1794, et seq.

14 41. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794,
15 et seq. and Commercial Code, section 2711.

16 42. Plaintiffs are entitled to recover any incidental, consequential, and/or “cover” damages
17 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, et seq. Plaintiffs
18 similarly allege this cause of action under the Magnuson–Moss Warranty Act.

19 43. Title 15, United States Code, section 2310(d)(1) provides a cause of action for any
20 consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.
21 The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq. is applicable to
22 Plaintiffs’ Complaint in that the Vehicle was manufactured, sold and purchased after July 4, 1975,
23 and costs in excess often dollars (\$ 10.00).

24 44. The Vehicle involved in this case are “consumer products” within the meaning of the
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1); Defendant issued an implied warranty within
26 the meaning of 15 U.S.C. § 2301(7) that the vehicles would be useable. Defendants’ product was not
27 useable for the intended purpose because of the reasons described herein. Plaintiff demands those
28 damages pursuant to 15 U.S.C. § 2310(d)(1) and attorney fees and costs on this action pursuant to 15

1 U.S.C. § 2310(d)(2). Pursuant to 15 U.S.C. § 2308, Plaintiff Vehicle was impliedly warranted to be
2 substantially free of defects and non-conformities in both material and workmanship, and in safe
3 condition, thus impliedly warranting the Vehicle as fit for the ordinary purpose for which the Vehicle
4 was intended.

5 **THIRD CAUSE OF ACTION**

6 **FALSE ADVERTISING IN VIOLATION OF LANHAM ACT SECTION 43(a)**

7 45. Plaintiffs incorporate herein by reference each and every allegation contained in the
8 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

9 46. The federal Lanham Act allows civil lawsuits for false advertising that “misrepresents
10 the nature, characteristics, qualities, or geographic origin” of goods or services. 15 U.S.C. § 1125(a).

11 47. California prohibits dissemination of information about products or services that is
12 “untrue or misleading,” with both civil and criminal enforcement. CA Bus. & Prof. Code § 17500.

13 48. The plaintiffs allege that Toyota USA violated the Lanham Act by promoting false
14 and misleading statements, which included assertions about the range of the subject vehicle and the
15 supposed advantages and affordability of hydrogen-powered vehicles compared to gasoline-powered
16 and electric vehicles.

17 49. The subject Vehicle was advertised by Toyota and its dealership network including
18 Dealer as having “zero-emissions” and a range of over 400 miles on a single tank of hydrogen. The
19 over-400-mile range was advertised on Toyota’s website.

20 50. For Plaintiffs, the over-400-mile range was a major selling point for the Vehicle.
21 That meant the Vehicle, unlike many other “zero emissions” vehicles which had much lower
22 ranges, could be driven in a normal fashion. Plaintiffs relied on both Toyota’s written advertising
23 and Dealer’s advertising, as well as verbal comments by Dealer’s salesperson that the Vehicle, in
24 fact, could be driven over 400 miles on a single tank of hydrogen. Plaintiffs would not have
25 purchased the Vehicle if it, in fact, was not capable of achieving the advertised over-400-mile range
26 in ordinary use.

27 51. The subject Vehicle is not capable of being driven anywhere close to 400 miles on a
28 single tank of hydrogen in ordinary use. Despite the Plaintiffs’ diligent efforts to maximize the

1 Vehicle's range through conservative driving practices, such as refraining from using air conditioning,
2 avoiding rapid acceleration, maintaining moderate speeds, driving steadily with closed windows, and
3 not carrying heavy loads, they have never succeeded in attaining a range exceeding approximately
4 270 miles per tank under any circumstances.

5 52. Another prominent feature was the complimentary \$15,000 fuel card that Toyota
6 provided to customers who leased or bought the subject vehicle. At the time, Toyota sales
7 representatives consistently assured Plaintiffs that this fuel card would cover their fuel costs for over
8 three years, considering hydrogen prices ranging from \$13 to \$16 per kilogram just last year.
9 Furthermore, they were given assurances that these prices would decrease in the future. Plaintiffs
10 were led to believe that the subject Vehicle would be a more cost-effective choice compared to
11 traditional gasoline-powered cars and electric vehicles. Presently, the cost has more than doubled,
12 and filling up the subject Vehicle is now more expensive than refueling the average heavy-duty gas-
13 powered truck. The deceptive statements made by Toyota USA concerning the subject vehicle's range
14 capabilities and the alleged benefits and cost-effectiveness of the subject Vehicle compared to
15 competitors played a significant role in the Plaintiffs' decision to lease or purchase the vehicle, and
16 these statements constitute a direct violation of the Lanham Act.

17 **FOURTH CAUSE OF ACTION**

18 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT – CAL CIV CODE §1750**

19 53. Plaintiffs incorporate herein by reference each and every allegation contained in the
20 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

21 54. The CLRA is a nonexclusive statutory remedy for unfair methods of competition and
22 for unfair or deceptive acts or practices undertaken by any person in a transaction intended to result
23 or which results in the sale or lease of goods to any consumer. (*Reveles v. Toyota by the Bay* (1997)
24 57 Cal.App.4th 1139, 1154.)

25 55. Also, Civil Code section 1760 provides that the overall purpose of the CLRA is to
26 protect consumers against unfair and deceptive business practices and to provide efficient and
27 economical procedures to ensure protection.

1 56. A CLRA claim based on a material omission, as with Toyota USA’s material omission
2 with regard to the subject Vehicle’s 400 miles of range, arises when defendants create affirmative
3 misrepresentations while suppressing other material facts within its knowledge but not known to
4 consumers. (*Klein v. Chevron USA, Inc.* (2012) 202 Cal.App.4th 1342,1383.)

5 57. Civil Code section 1770, subdivision (a)(5) provides that it is unlawful to represent
6 that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
7 qualities which they do not in fact have. This is exactly what Toyota USA did. Specifically, Toyota
8 USA asserted that the subject Vehicle boasts a 400-mile range, whereas in truth, the plaintiffs are
9 unable to achieve more than 270 miles on a full tank.

10 58. Similarly, Civil Code section 1770(a)(7) provides that it is unlawful to represent that
11 goods or services are of a particular standard, quality, or grade, or that goods are of a particular style
12 or model, if they are of another. Toyota USA marketed the subject Vehicle to Plaintiffs by stating
13 that the car featured a 400-mile range. The only reason Toyota USA made this representation was to
14 make it appear that the Vehicle were of a particular standard or quality worth buying. In reality,
15 however, the subject Vehicle only lasts about 280 miles, and in many cases, even less.

16 59. Furthermore, Toyota USA failed to disclose the significant safety hazards associated
17 with the vehicle. Hydrogen is a highly flammable and explosive substance. While driving, Plaintiffs
18 encountered warnings on their dashboard indicating, “A malfunction in the Fuel Cell System has been
19 detected. Continuing to drive may be hazardous. Pull over in a secure location and get in touch with
20 your Toyota dealer to have your vehicle inspected.” After conducting an examination, Toyota never
21 identified a resolution.

22 60. Toyota USA also allowed their advertisers and agents tell Plaintiffs – falsely – that
23 fuel would grow more accessible and the process would be similar to filling up a tank like a gas car.
24 This was a lie. Fuel is scarce. Pumps frequently do not work.

25 61. Toyota USA enticed Plaintiffs with a substantial and appealing incentive—the
26 provision of a \$15,000 fuel card to cover their hydrogen fuel costs. This incentive was presented to
27 Plaintiffs with specific assurances from Toyota sales representatives that the fuel card would
28 sufficiently cover their fuel expenses for over three years. These assurances were grounded in the

1 context of hydrogen prices ranging from \$13 to \$16 per kilogram just the previous year. Furthermore,
2 Plaintiffs were led to believe that these hydrogen fuel prices would decrease in the future, making the
3 subject Vehicle a more cost-effective choice compared to conventional gasoline-powered cars and
4 electric vehicles. Plaintiffs reasonably relied on these assurances when entering into the contract.

5 **FIFTH CAUSE OF ACTION**

6 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES**

7 **ACT**

8 62. Plaintiffs incorporate herein by reference each and every allegation contained in the
9 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

10 63. Every payment collection by the Defendants is based upon the misrepresentations
11 prior to the incurring any debts. Therefore, the collection activity is wrongful under the Rosenthal
12 Act, e.g. § 1788.1, subd. (b) as well as under the Fair Debt Collection Practices Act e.g. § 1006.18.

13 **SIXTH CAUSE OF ACTION**

14 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

15 64. Plaintiffs incorporate herein by reference each and every allegation contained in the
16 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

17 65. Plaintiffs and Defendants entered into written contracts in which Defendants made
18 specific representations regarding the vehicle's performance, including a claimed 400-mile range, and
19 in which they failed to disclose critical safety risks associated with the hydrogen fuel system. These
20 representations and omissions, as detailed above, form the basis for the argument that Toyota
21 breached the implied covenant of good faith and fair dealing within the context of their contractual
22 obligations.

23 66. In the case at hand, it is evident that the Plaintiffs were provided with a vehicle that
24 not only failed to meet the representations made by Toyota USA but also posed significant safety
25 risks that were not adequately disclosed. These actions, taken together, constitute a clear violation of
26 the implied covenant of good faith and fair dealing in the context of the contractual relationship
27 between the Plaintiffs and Toyota USA.

1 67. Defendants marketed the subject Vehicle to the Plaintiffs with the claim of a 400-mile
2 range. However, as it has been established, the vehicle's actual range falls significantly short of this
3 representation, with the Plaintiffs being unable to achieve more than 270 miles on a full tank. This
4 misrepresentation undermines the fundamental expectation that the parties to a contract deal with
5 each other honestly and fairly. The implied covenant of good faith and fair dealing requires that both
6 parties act in good faith and not undermine the essence of the agreement. By providing false
7 information regarding the vehicle's mileage, Defendants breached this covenant.

8 68. The safety concerns related to the vehicle's hydrogen fuel system are equally troubling.
9
10 Hydrogen is widely recognized as a highly flammable and explosive substance. Plaintiffs, while
11 operating their vehicles, received dashboard warnings that clearly indicated a malfunction in the Fuel
12 Cell System, with a caution that continuing to drive is dangerous. These warnings highlight a critical
13 safety issue that was not disclosed at the time of purchase or lease. The implied covenant of good
14 faith and fair dealing encompasses an obligation to provide accurate and complete information to
15 avoid endangering the other party's interests. Defendants' failure to disclose these safety risks and to
 promptly address them upon inspection constitutes a breach of this covenant.

16 69. Toyota USA enticed Plaintiffs with a substantial and appealing incentive—the
17 provision of a \$15,000 fuel card to cover their hydrogen fuel costs. This incentive was presented to
18 Plaintiffs with specific assurances from Toyota sales representatives that the fuel card would
19 sufficiently cover their fuel expenses for over three years. These assurances were grounded in the
20 context of hydrogen prices ranging from \$13 to \$16 per kilogram just the previous year. Furthermore,
21 Plaintiffs were led to believe that these hydrogen fuel prices would decrease in the future, making the
22 subject Vehicle a more cost-effective choice compared to conventional gasoline-powered cars and
23 electric vehicles. Plaintiffs reasonably relied on these assurances when entering into the contract.
24 However, the drastic disparity between the promised benefits and the actual cost of fueling the vehicle
25 constitutes a breach of the covenant of good faith and fair dealing.

26 70. Plaintiffs are entitled to relief and redress for these violations, as they have suffered
27 harm and financial loss as a result of Defendants' actions.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE

71. Plaintiffs repeat and reallege each and every allegation set forth above as if reasserted and realleged herein.

72. California Business and Professions Code §17200, et seq., prohibits unfair competition, which includes any unlawful, unfair or fraudulent business act.

73. Defendants, by engaging in the acts hereinabove described, has committed violations under the aforementioned statutes and codes; that said acts are therefore per se violations of the California Business and Professions Code Section 17200 et seq.

74. The harm caused by Defendants' conduct outweighs any benefits that Defendants' conduct may have.

75. Consumers like Plaintiffs are likely to be deceived, and that Plaintiffs were in fact deceived, by Defendants' conduct.

76. Defendants were unjustly enriched by committing said acts.

77. As a result of Defendants' conduct, Plaintiffs were harmed and suffer damages including but not limited to: monetary losses, extreme embarrassment, humiliation, shame, stress, anxiety, aggravation and sleepless nights; higher interest rates on certain loan(s); loss of credit; loss of the ability to purchase and benefit from credit; actual credit denials; and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials.

78. That as a direct and proximate result of Defendants' unlawful, unfair and fraudulent business practices as alleged herein, Plaintiffs suffered substantial injury in fact and lost money and/or property.

79. That pursuant to California Business and Professions Code § 17200, et seq., Plaintiffs are entitled to recover their actual damages and restitution.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants Toyota USA and Toyota Financial, as follows:

1. For general, special, punitive and actual damages according to proof at trial and at least \$5,000,000 as to the class;

- 1 2. For rescission of the Lease Agreement and restitution of all monies expended;
- 2 3. For diminution in value;
- 3 4. For incidental and consequential damages according to proof at trial;
- 4 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 5 6. For prejudgment interest at the legal rate;
- 6 7. For reasonable attorney's fees and costs of suit; and
- 7 8. For such other and further relief as the Court may deem just and proper.

8 **TRIAL BY JURY**

9 Pursuant to the Seventh Amendment to the Constitution of the United States of America,
10 Plaintiffs are entitled to, and demands, a trial by jury.

11
12
13
14 Dated: October 30, 2023

LAW OFFICES OF JASON M. INGBER, PC

15
16 */s/ Jason M. Ingber*
17 Jason M. Ingber
18 Attorneys for Plaintiffs
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